IN THE HIGH COURT OF PUNJAB & HARYAN AT CHANDIGARH

CM No.1432-C of 2007 and
RSA No.497 of 2007
Date of decision: February 20,2007

Naresh Chander V. Roop Lal

CORAM: HON'BLE MR.JUSTICE VINEY MITTAL

Present: Shri Mukul Aggarwal,Advocate, for the appellant.

Viney Mittal,J.(Oral)

For the reasons given in the application, delay in refiling the present appeal is condoned.

The defendant has lost concurrently before the two court below and is in second appeal. A suit for specific performance of an agreement dated January 22,2001 was filed by the plaintiff with the claim that at the time of execution of the aforesaid agreement, the defendant had agreed to sell his land in question to him for a consideration of Rs.5,50,000/- and Rs.5,00,000/- had been paid as earnest money. The sale deed was to be executed on or before January 21,2002. Claiming that the defendant had failed to execute the sale deed, he filed the suit in question. In the alternative, the plaintiff made a prayer for recovery of amount of Rs.5,00,000/-.

The defendant took up the plea that no agreement was executed by him on January 22,2001 in favour of the plaintiff nor any earnest money was received. According to the defendant an agreement dated May 11,1998 was entered between the parties whereby the defendant had taken a loan amount of Rs.1,00,000/- but the said amount was duly returned. The defendant alleged that at the time of the execution of the agreement of 1998, the plaintiff had

obtained his signatures/thumb impressions on blank papers and the agreement in question might have been prepared by the plaintiff falsely.

Both the courts below have concurrently held that the agreement dated January 22,2001 was duly executed by the defendant in favour of the plaintiff and an amount of Rs,5,00,000/- had been received by him. However, it has been held that the aforesaid agreement was merely a loan-transaction and at no point of time, the parties had intended to transfer the land in question. Since the defendant had failed to show that he had repaid the amount of Rs.5,00,000/-, therefore, the trial court passed a decree for recovery of the aforesaid amount. The appeal filed by the defendant also failed before the first appellate court.

Nothing has been shown that the findings recorded by the two Courts below suffer from any infirmity or are contrary to the record.

No question of law, much less any substantial question of law, arises in the present appeal.

Dismissed.

February 20,2007 (Viney Mittal)
sks Judge